

or control. The term includes agreements, contracts, letters, emails, telegrams, inter-office communications, memoranda, reports, records, instructions, specifications, notes, notebooks, scrapbooks, diaries, diagrams, photographs, photocopies, charts, graphs, descriptions, drafts, minutes of meetings, conferences, telephone calls or other conversations or communications, recordings, published or unpublished speeches or articles, publications, transcripts of telephone conversations, ledgers, financial statements, microfilm, microfiche, tape, video, disk or diskette recordings and computer printouts. The term "document" also includes electronically stored data from which information can be obtained either directly or by translation through detection devices or readers; any such document is to be produced in a reasonably legible and usable form. The term "document" includes the original document (or a copy thereof if the original is not available) and all copies that differ in any respect from the original, including but not limited to any notation, underlining, marking or information not on the original.

15. "FCC" or "Commission" means the Federal Communications Commission.

16. "FCC Formula" refers to the methodology prescribed by the Federal Communications Commission, which appears at 47 C.F.R. § 1.1409.

17. "Gulf Power" means and refers to Gulf Power Company, and each of its affiliated corporations, parents, subsidiaries, divisions and other organizations or operating units, its predecessors and successors-in-interest, and each of its present and former directors, officers, agents, employees, voting trustees, auditors, accountants, attorneys, servants or representatives, including but not limited to employees, consultants, attorneys or other agents having possession, custody or control of documents or

information called for by these requests, and all other persons acting or purporting to act on its behalf.

18. "Identify" or "identity" means to state or a statement of:

- a. In the case of a person other than a natural person, its legal name, the address of its principal place of business, its telephone number, and the name of its chief executive officer;
- b. In the case of a natural person, his or her name, business telephone number, home and business addresses, employer, and title or position;
- c. In the case of a service, the identity of its producer or distributor and its trade name;
- d. In the case of a document,
  - (i) the title of the document,
  - (ii) the author(s),
  - (iii) the title or position of the author(s),
  - (iv) the addressee(s),
  - (v) the title or position of the addressee(s),
  - (vi) the type of document,
  - (vii) the date it was prepared,
  - (viii) the number of pages it comprises,
  - (ix) the identity of all persons indicated as receiving copies of the documents,
  - (x) the identity of all persons who have received copies of, or been shown the document or any part thereof,
  - (xi) its subject matter,
  - (xii) its present location or custodian, and
  - (xiii) a reference to the document, if it has been produced;
- e. In the case of geographic boundaries, location or coverage, a narrative description identifying the states and the areas of such states and all political subdivisions thereof included, in whole or in part, within the geographic boundaries, location or coverage.
- f. In the case of a verbal communication, discussion or meeting,
  - (i) the type of communication, discussion or meeting,
  - (ii) its date or approximate date,
  - (iii) the identity of its participants or attendees,
  - (iv) its general subject matter, and

- (v) a description of any documents or tangible objects used or referred to in the course of the discussion, summarizing, recounting, or referring to the verbal communication, discussion or meeting.

19. "Including" means including but not limited to.

20. "Information service" means the offering of a capability for generating, acquiring, storing, transforming, processing, retrieving, utilizing or making available information via telecommunications, and includes electronic publishing.

21. "Make-ready" means all work, costs and expenses associated with affixing Complainants' attachments to poles owned or controlled by Gulf Power, including but not limited to pole change-outs, placement, rearrangement or transfer of facilities or other changes necessary to accommodate Complainants' attachments or other attachers' facilities in a network of poles.

22. "Or" means and/or.

23. "Person" means any natural person, corporation, partnership, company, sole proprietorship, unincorporated association or society, incorporated association, institute, joint venture, firm, governmental body or other legal entity, whether privately or publicly owned or controlled, for profit or not-for-profit or partially or fully government owned or controlled.

24. "Pole" means any utility pole owned or controlled by Gulf Power to which attachments are or may be affixed.

25. "Relate to" and "relating to" mean, without limitation, to make a statement about, refer to, discuss, describe, reflect, contain, identify or in any way pertain to, in whole or in part, or being logically, legally or factually related.

26. "Respondents" refers to Gulf Power Company, as defined above, and its agents, representatives, officers, directors and employees.

27. "Safety Space" means the vertical clearance between communications lines and electric lines on poles as set forth in the National Electrical Safety Code (NESC Table 235-5).

28. "Telecommunications" means the transmission, between or among points specified by the users, of information of the user's choosing, without change in the form or content of the information as sent or received.

29. "Telecommunications service" means the offering of telecommunications for a fee directly to the public, or such classes of users as to be effectively available to the public, regardless of the facilities used, and includes without limitation dark fiber.

30. "You," "you," "Your" and "your" mean and refer to Gulf Power Company, as defined above.

31. The singular form of a noun or pronoun shall be considered to include within its meaning the plural form of the noun or pronoun, and vice versa. The masculine form of a noun or pronoun shall be considered to include within its meaning the feminine form of the noun or pronoun, and vice versa.

32. Regardless of the tense employed, all verbs shall be read as applying to the past, present and future as is necessary to make any paragraph more, rather than less, inclusive.

### **INSTRUCTIONS**

1. In accordance with Rule 1.325 of the Federal Communications Commission, answer each document request separately, unless it is objected to, in which

event, state reasons for objection in lieu of an answer, and answer each other portion of the document request to which no objection is asserted.

2. If you are unable to answer a document request fully, submit as much information as is available and explain why Your answer is incomplete. If precise information cannot be supplied, submit (a) Your best estimate or judgment, so identified, and set out the source or basis of the estimate or judgment, and (b) provide such information available to you as best approximates the information requested. Where incomplete answers, estimates or judgments are submitted, and you know of or have reason to believe there are other sources of more complete or accurate information, identify or describe those other sources of information.

3. In responding to document requests, preface each answer by restating the request to which the answer is addressed. Where a request for information includes subparagraphs (*e.g.*, (a), (b), (c)), or subdivisions (*e.g.*, (i), (ii), (iii)), answer each subparagraph or subdivision separately.

4. These document requests are continuing in nature and include all documents and information prepared or received by you between the date of receipt of this request and the date of final determination in the hearing designated in this Action. Unless otherwise expressly provided, each document request covers any document or information prepared, received, distributed, or in effect during the period from January 1, 1998 unless otherwise stated to the date of final determination in the hearing. Your responses to these document requests should be supplemented as soon as you receive and/or become aware of supplemental information but in any case not later than thirty (30) days prior to any hearing addressing the merits of any party's claim or defenses.

5. For any objection that is based on an asserted claim of privilege, state:

(a) a brief description of the subject matter of the asserted privileged information;

(b) the nature of the privileged claimed;

(c) the paragraph(s) of the interrogatory to which the information is otherwise responsive;

(d) the nature and basis of the privilege claimed;

(e) the source(s) of the information; and

the identities of all persons to whom such information has been communicated or with whom it has been shared, in whole or in part.

#### **REQUESTS FOR PRODUCTION OF DOCUMENTS**

1. Produce all documents referring to, relating to, or regarding any of the facts or allegations described in Gulf Power's or the Complainants' pleadings in File No. PA 00-004 and this Action.

2. Produce all documents referring to, relating to, or regarding occupation of Gulf Power-owned or -controlled poles by Complainants since January 1, 1998. Such documents should include, but not be limited to:

- a. Facilities maps, diagrams, and other schematic documents;
- b. Pole counts, surveys or audits;
- c. Pole Attachment Permit Applications;
- d. Pole Attachment Permits;

- e. Make-ready documents (including surveys, studies, photographs, etc. relating to any and all work performed on Gulf Power-owned or -controlled poles, including pole change-outs, transfers and relocations);
- f. Make-ready payment records, bills, and any other information about Gulf Power attachment procedures);
- g. Work orders, service orders or maintenance requests;
- h. Accounting documents referring to, relating to, or regarding Complainants' pole attachments;
- i. Invoices;
- j. All written correspondence to and from Gulf Power (including email communications) and other documentation concerning telephone or in-person communications relating to any of the above matters.

3. Produce all documents reviewed by, or produced or written by, any consultant, expert witness, or other entity that Gulf Power has used or is using to study or report upon Gulf Power poles containing attachments by Complainants.

4. Produce all documents referring to, relating to, or regarding any communication, whether oral, written or otherwise, concerning annual pole rental charges or the performance of make-ready work, from January 1, 1998 to the present, on poles owned or controlled by Gulf Power between Gulf Power and any other person, including but not limited to, Complainants, other cable operators, telecommunications carriers, or any other entity attached to poles owned or controlled by Gulf Power. Your response should include documents that identify all such make-ready work performed, including

installed equipment, subcontracts, service requests, work orders, time sheets, material costs and site diagrams or maps.

5. Produce all documents referring to, relating to, or regarding any surveys, audits or pole counts conducted by Gulf Power, its agents or any other person from 1996 through the present, including Gulf Power requests for proposals.

6. Produce all documents referring to, relating to, or regarding formal or informal Gulf Power policies or field practices concerning utilization of cross-arms, extension arms, or boxing arrangements.

7. Produce all documents referring to, relating to, or regarding approvals or denials of requests to employ cross-arms, extension arms, or boxing arrangements by Gulf Power or any other entity attaching to Gulf Power-owned or -controlled poles.

8. Produce all documents referring to, relating to, or regarding pole change-outs performed for Complainant cable operators since 1998, including documents that identify all such work performed, including installed equipment, subcontracts, service requests, work orders, time sheets, and site diagrams or maps.

9. Produce all documents referring to, relating to, or regarding pole change-outs necessitated by Gulf Power's core electricity service requirements, including documents that identify all such work performed, including installed equipment, subcontracts, service requests, work orders, time sheets, and site diagrams or maps.

10. Produce all documents referring to, relating to, or regarding pole change-outs requested by third parties, including but not limited to communications attachers, including documents that identify all such work performed, including installed

equipment, subcontracts, service requests, work orders, time sheets, and site diagrams or maps.

11. Produce all documents identifying all engineers, technicians, and/or workmen who performed any type of work, labor or service relating to change-outs of Gulf Power-owned or -controlled poles, and identifying the material costs, work, labor, or service that was performed and when it was performed.

12. Produce all documents referring to, relating to, or regarding refusals by Gulf Power to change-out a pole and identify all persons who participated in the decision, including but not limited to Gulf Power managers, engineers, technicians and/or workmen.

13. Produce all documents referring to, relating to, or regarding Gulf Power's procedures for changing-out a pole and identify all persons who participated in the development of such procedures.

14. Produce all documents referring to, relating to, or regarding Gulf Power's pole inventory records, including but not limited to documents relating to Gulf Power policies and procedures for maintaining its pole inventory.

15. Produce all documents referring to, relating to, or regarding Gulf Power's purchasing, sharing, pooling, or other arrangements for utilizing inventories of poles with affiliated corporations, parents, subsidiaries, and other organizations or operating units.

16. Produce all documents referring to, relating to, or regarding the Safety Space and Gulf Power specifications, regulations and/or policies implementing the Safety Space on poles owned or controlled by Gulf Power.

17. Produce any and all joint use pole agreements, including but not limited to all drafts thereof, between Gulf Power and other entities.

18. Produce any and all pole attachment agreements, including but not limited to all drafts thereof, between Gulf Power and any other entities, including Complainants, other attachers, and Gulf Power's affiliated corporations, parents, subsidiaries, divisions and other organizations or operating units, and their predecessors and successors-in-interest.

19. Produce any and all documents referring to, relating to, regarding or comprising a bona fide development plan or plans, including but not limited to all drafts thereof, that reasonably and specifically projects a need for pole space in the provision of Gulf Power's core utility service, including all documents that refer or relate to those documents that comprise the bona fide development plan or plans.

20. Produce all documents referring to, relating to, or regarding correspondence from Gulf Power to Complainants reserving pole space for future use for its core electricity operations.

21. Produce all documents that constitute Gulf Power's pole specifications book (whether it is called "standard distribution specifications," "overhead construction specifications," or another title), including but not limited to all drafts thereof, in effect between January 1, 1998 and the present. In the event Gulf Power revised the specifications book between January 1, 1998 and the present, produce all versions of the specifications book in effect during this period.

22. Produce all documents referring to, relating to, or regarding any pole loading data maintained by Gulf Power, including but not limited to weight and wind

loading, or pole loading program (including electronic computer programs) used by Gulf Power.

23. Produce all documents referring to, relating to, or regarding Gulf Power's upgrades, modernization, or replacement of its poles from 1998 through the present.

24. Produce all documents referring to, relating to, or regarding the facts, data, calculations and other information that support Gulf Power's claim for a pole attachment rental rate in excess of marginal cost.

25. Produce all documents referring to, relating to, or regarding any maps, diagrams, schematics, or depictions of the specific Gulf Power poles that You claim are at "full capacity," "crowded," or have "insufficient capacity" or a "lack of capacity."

26. Produce all documents referring to, relating to, or regarding any actual losses experienced by Gulf Power that it claims are associated with Complainants' pole attachments on Gulf Power poles, including any documents pertaining to any "higher valued use" or "another buyer of the space waiting in the wings" as described in *Alabama Power v. FCC*.

27. Produce all documents referring to, relating to, or regarding the methodologies, formulae, cost accounts, data and/or other bases, if any, used by Gulf Power in calculating or formulating pole attachment rental rates in excess of marginal cost.

28. Produce all documents referring to, relating to, or regarding negotiations between communications attachers and Gulf Power which discussed, or led to the payment of, pole attachment rental rates exceeding the FCC's Cable or Telecommunications Formula, 47 U.S.C. § 224(d) and (e) and implementing regulations.

29. Produce all documents referring to, relating to, or regarding negotiations between joint users (*e.g.*, an incumbent local exchange carrier) and Gulf Power which discussed, or led to the payment of, pole attachment rental rates exceeding the FCC's Cable or Telecommunications Formula, 47 U.S.C. § 224(d) and (e) and implementing regulations.

30. Produce all documents referring to, relating to, or regarding negotiations between non-Section 224, non-joint user attachers (*e.g.*, R. L. Singletary, Inc. and Crest Corporation) and Gulf Power which discussed, or led to the payment of, pole attachment rental rates exceeding the FCC's Cable or Telecommunications Formula, 47 U.S.C. § 224(d) and (e) and implementing regulations.

31. Produce all documents referring to, relating to, or regarding cost methodologies, or concepts from or portions of cost methodologies, other than the Sales Comparison Approach, Current Replacement Cost Approach and the Federal Concessions Leasing Model, that Gulf Power may seek to use to determine a pole attachment rental rate exceeding the FCC's Cable or Telecommunications Formula, 47 U.S.C. § 224(d) and (e) and implementing regulations.

32. Produce all documents referring to, relating to, or regarding Gulf Power's application of the Sales Comparison Approach to determine a pole attachment rental rate exceeding the FCC's Cable or Telecommunications Formula, 47 U.S.C. § 224(d) and (e) and implementing regulations.

33. Produce all documents referring to, relating to, or regarding Gulf Power's application of the Current Replacement Cost Approach to determine a pole attachment

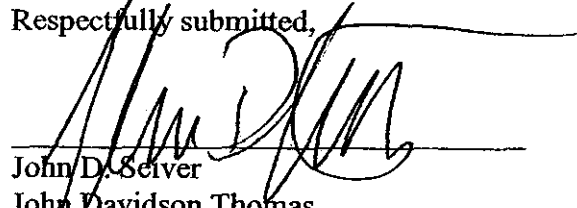
rental rate exceeding the FCC's Cable or Telecommunications Formula, 47 U.S.C. § 224(d) and (e) and implementing regulations.

34. Produce all documents referring to, relating to, or regarding Gulf Power's application of the Federal Concessions Leasing Model to determine a pole attachment rental rate exceeding the FCC's Cable or Telecommunications Formula, 47 U.S.C. § 224(d) and (e) and implementing regulations.

35. Produce all documents and other materials that relate to or were referenced in your answers to Complainants' First Set of Interrogatories.

Michael A. Gross  
Vice President,  
Regulatory Affairs and  
Regulatory Counsel  
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Respectfully submitted,



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PANAMA CITY, INC., MEDIACOM  
SOUTHEAST, L.L.C., and BRIGHT HOUSE  
NETWORKS, L.L.C.**

February 1, 2005

## CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing *Complainants' First Set Of Requests For Production Of Documents To Gulf Power Company* has been served upon the following by electronic mail, telecopier and U.S. Mail on this the 1<sup>st</sup> day of February, 2005:

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Debra Sloan

# **EXHIBIT C**

**Before The  
FEDERAL COMMUNICATIONS COMMISSION  
Washington, D.C. 20554**

FLORIDA CABLE  
TELECOMMUNICATIONS ASSOCIATION,  
INC., COX COMMUNICATIONS GULF  
COAST, L.L.C., et. al.

Complainants,

v.

GULF POWER COMPANY,

Respondent.

E.B. Docket No. 04-381

To: Office of the Secretary

Attn.: The Honorable Richard L. Sippel  
Chief Administrative Law Judge

**GULF POWER'S RESPONSES TO COMPLAINANTS'  
FIRST SET OF INTERROGATORIES TO RESPONDENT**

Gulf Power Company ("Gulf Power") responds to Complainants' First Set of Interrogatories as follows:

**GENERAL RESPONSES AND OBJECTIONS**

1. Gulf Power object to each and every interrogatory to the extent it seeks information protected by the attorney-client privilege or work-product doctrine.
2. Gulf Power objects to the interrogatories, generally, in that they far exceed the discovery limitations imposed by the Presiding Judge's December 17, 2004 Order ("not to exceed 50 without subparts").
3. Gulf Power objects to each and every interrogatory to the extent complainants' purpose in propounding such interrogatory is to subject Gulf Power to annoyance, expense, embarrassment, or oppression.
4. By responding to any particular interrogatory, Gulf Power does not waive its objections.

5. Gulf Power reserves the right to supplement and/or amend these responses and objections. In particular, a number of Gulf Power's responses will require supplementation after completion of the audit being performed by Osmose Utilities Services, Inc. ("Osmose").

### SPECIFIC RESPONSES AND OBJECTIONS

1. Identify the total annual number of Gulf Power poles, for each year from 2000 through the present, on which you contend that cable operator Complainants have been attached, and identify the specific annual number of pole attachments for each cable operator Complainants for each year during this period of time.

#### RESPONSE:

	2000	2001	2002	2003	2004	2005
Cox Communications Gulf Coast, L.L.C.	61,655	64,862	63,107	63,715	66,169	66,727
Comcast Cablevision of Panama City, Inc.	13,392	14,597	14,597	14,659	14,728	14,824
Comcast JOIN Holding, Inc.	7,060	7,679	7,679	7,679	7,679	7,679
Mediacom Southeast, L.L.C.	11,622	14,054	14,054	14,266	14,519	17,059
*Bright House Networks, L.L.C.						
Time Warner Entertainment Company L.P. (Chipley)	4,905	5,241	5,356	5,356	5,404	5,404
Time Warner Entertainment-Advance/Newhouse (Cantonment)	8,435	8,807	8,807	8,948	8,959	8,991

\* Time Warner became Bright House Networks, L.L.C. January 2003.

\*\* Numbers are from the 2001 Joint (Bellsouth and CATV companies) Pole Count.

2. Identify your definition or understanding of the phrase "full capacity" within the meaning of the Alabama Power v. FCC standard, and identify and define any differences between your use or understanding of "full capacity" and the terms "crowded" or "lack of capacity." In addition, identify with specificity the basis upon which you propose to quantify or measure "full capacity" for an individual pole. Provide any applicable citation to safety codes, specifications, agreements or economic or regulatory literature that supports your response.

**RESPONSE:** Gulf Power understands the phrase "full capacity" (as used in APCo v. FCC) to mean a pole that cannot host further communications attachments, consistent with Gulf Power's own core use, the NESC, existing contractual obligation, and sound engineering practice, without expansion or addition of facilities (including cross-arms, guy wires, etc.). Gulf Power understands the term "crowded" to mean a pole that is close to being at "full capacity" – in other words, a pole with room for only one additional communications attachment. For the purposes of this

proceeding only, Gulf Power proposes to measure the visually identifiable, physical "crowding" or "full capacity" as set forth in the Osmose Statement of Work.

The safety code provisions and specifications which support this definition of "crowding" or "full capacity" include the following:

- a. Vertical clearance between the bottom of electric utility transformers (30") and telecommunication/CATV cable attachment.  
[NESC, Rule 238 Table 238-1 page 148 in the code].
- b. Vertical clearance between electric utility transformer bus conductors (40") and telecommunication/CATV cable attachment.  
[NESC, Rule 235C1 Table 235-5 page 126, 131].
- c. Vertical clearance between electric utility neutral conductor (40") and telecommunication/CATV cable attachment.  
[NESC, Rule 235C1 Table 235-5 page 126, 131].
- d. Vertical clearance between electric utility riser (40") and telecommunication/CATV cable attachment.  
[NESC, Rule 235C1 Table 235-5 page 126, 131].
- e. Vertical clearance between electric utility outdoor lighting (12") and telecommunication/CATV cable attachment.  
[NESC, Rule 238D page 147].
- f. Vertical clearance between electric utility mid-span spacing (30") and telecommunication/CATV cable attachments.  
[NESC Rule 235C1 or 235C2 (depending on which supply conductor) for neutral TPX use 235C1 exception 3 for svc drops. For midspan neutrals use 235C2b1a this implies 12" is OK midspan as long as 30" is maintained at the structures].
- g. Vertical clearance between telecommunication/CATV mid-span spacing (4") and other telecommunication/CATV cable attachments.  
[NESC Rule 235H].
- h. Telecommunication/CATV cable attachments clearances over roads (15.5' and over DOT roads 18') and pedestrian accessible areas (9.5').  
[NESC Rule 232B1 Table 232-1 page 72, 78].
- i. Attachers with vertical ground on poles must bond to electric utility ground.  
[NESC Rule 097G page 26].

- j. Attachers down guys on Gulf Powers poles must have less than (4') separation between their down guys and ours.  
[Gulf Power requirement via spec plates].

The "agreements" which support this definition of "crowding" or "full capacity" include Gulf Power's joint use agreements with BellSouth, Sprint and GTC. (See Bates labeled documents Gulf Power 2098 through 2148).

3. For the pole attachments identified in response to Interrogatory No. 1, identify, for each cable operator Complainant for the period from 2000 through the present: the total number of Gulf Power poles that you contend were, are, or have been at "full capacity" within the meaning of the Alabama Power v. FCC standard;" the location and individual pole number of the specific poles you contend were, are, or have been at "full capacity;" the specific period of time you contend the poles you identified were, are, or have been at "full capacity;" and the specific reason or reasons why you contend such poles were, are, or have been at "full capacity."

**RESPONSE:** Gulf Power contends that all poles identified in response to interrogatory number 1, at all times since 2000, were either "crowded" or at "full capacity." For the purposes of this proceeding, Gulf Power has contracted with Osmose to perform an audit of its poles to ascertain crowding band on vertical clearances. Following completion of the audit, Gulf Power will supplement this response to identify those poles meeting the definition of "crowded" as used in the Osmose Statement of Work.

4. For the poles identified in response to Interrogatory No. 3 which you contend were, are, or have been at "full capacity," identify, for each year from 2000 through the present and for each cable operator Complainant, the number of such poles for which you contend that Gulf Power had or has "waiting in the wings" "another buyer of the space" occupied by Complainants' attachments or some other space on Gulf Power poles; identify all such "buyers;" identify the period of time when they were, are, or have been "waiting in the wings" and explain Gulf Power's understanding of the term "waiting in the wings;" identify what rate or compensation such other buyer was, is, or has been ready, willing, and able to pay to Gulf Power for access to the space occupied by Complainants' attachments or some other space on Gulf Power poles; identify whether such other buys has obtained an attachment to Gulf Power poles and, if so, how such attachment was accomplished; and whether the pole you assert was at "full capacity" was or was not replaced or substituted and the reasons therefore.

**RESPONSE:** Gulf Power understands the phrase "waiting in the wings" (as used in APCo v. FCC) to be figurative, insofar as requiring identification of an actual buyer would completely reject the hypothetical "willing buyer" standard and thus be at odds

with more than 100 years of United States Supreme Court jurisprudence. In each instance where Gulf Power has changed-out a pole for capacity reasons to accommodate a new attacher, a "buyer" had been "waiting in the wings" for space on a "crowded" or "full capacity" pole. Sometimes those buyers have been ready, willing and able to pay the Cable Rate; sometimes the Telecom Rate; and sometimes a market rate. The most prominent instance of such occurrence is in the context of major build-outs. (See Gulf Power's January 8, 2004 Description of Evidence).

5. For the poles identified in response to Interrogatory No. 3 which you contend were, are, or have been at "full capacity" and for which you have not had "another buyer of the space" "waiting in the wings" as specified in response to Interrogatory No. 4, identify, for each year from 2000 through the present, and for each cable operator Complainant, all poles, by total number, and individual pole number and location, for which you contend Gulf Power was, is, or has been willing, during the period from 2000 through the present, to put the space occupied by Complainants to a "higher valued use with its own operations;" identify what that "higher value used" was, is, or has been; identify how and why such use is of a "higher value" than the make-ready and annual per-pole compensation received by Gulf Power from Complainants; and quantify the difference between the make-ready and annual per-pole compensation paid by Complainants to Gulf Power and the "higher value" that you claim. Provide any applicable citation to economic or regulatory literature that supports your response.

**RESPONSE:** Gulf Power objects to the first half of the question on the grounds that it is vague, ambiguous, and impossible to understand. Subject to and without waiving this objection, Gulf Power believes that any space occupied by a cable company can be put to a "higher valued use." The space can be reserved for sale to players in the burgeoning Telecom market; the space can be reserved for non-regulated communications attachers; the space can be used for Gulf Power's own communications use (or that of its affiliates). From Gulf Power's perspective, merely forcing the cable companies to develop their own infrastructure, rather than freeload on Gulf Power's facilities, is itself a "higher valued use." This is especially true in light of the Enforcement Bureau's trend towards operational micro-management and evisceration of conventional commercial contract protections (See, e.g., CTAG).

6. For all of the poles that you identified in response to Interrogatories 4 and 5, identify, for each year from 2000 through the present, the annual per-pole compensation received by Gulf Power from each cable operator Complainant.

**RESPONSE:**

	2000	2001	2002	2003	2004	2005
Cox Communications Gulf Coast, L.L.C.	\$6.20	\$6.20	\$6.20	\$6.20	\$6.20	\$6.20
Comcast Cablevision of Panama City, Inc.	\$5.65	\$5.65	\$5.65	\$5.65	\$5.65	\$5.65
Comcast JOIN Holding, Inc.	\$6.25	\$6.25	\$6.25	\$6.25	\$6.25	\$6.25
Mediacom Southeast, L.L.C.	\$5.98	\$5.98	\$5.98	\$5.98	\$5.98	\$5.98
Bright House Networks, L.L.C.						
Time Warner Entertainment Company L.P. (Chipley)	\$6.30	\$6.30	\$6.30	\$6.30	\$6.30	\$6.30
Time Warner Entertainment-Advance/Newhouse (Cantonment)	\$6.30	\$6.30	\$6.30	\$6.30	\$6.30	\$6.30

7. For all of the poles that you identified in response to Interrogatories 4 and 5, identify the marginal costs to Gulf Power of each of cable operator Complainants' attachments for which you claim a right to compensation at a rate greater than that under the FCC formula plus make-ready.

**RESPONSE:** Gulf Power contends that its marginal costs for each CATV attachment are equal to what the cable formula (plus a charge for grounds and arrestors) yields.

8. For all of the poles that you identified in response to Interrogatories 4 and 5, identify every attaching entity other than Complainants attached to each such pole; describe how many attachments on each such pole those other attaching entities have had or have, when such attachments commenced, and where those attachments are located on each pole; and state the make-ready and annual per-pole compensation received by Gulf Power from each attaching entity other than Complainants (including any Gulf Power affiliates). Specifically identify the number of attaching entities paying Gulf Power annual compensation under the FCC's telecommunications rate formula (47 U.S.C. § 224(e) and implementing regulations).

**RESPONSE:** Gulf Power will supplement this response upon completion of the Osmose audit.

9. Identify, quantify, and explain the basis of any actual loss (income or other revenue) that Gulf Power contends that it has experienced from 2000 to the present, which it alleges was caused by attachments of cable operator Complainants (and explain in your answer how the alleged actual losses are or will be proved, including any reliance upon Gulf Power's specifications, accounting records, engineering documents, or testimony).

**RESPONSE:** From 2000 to the present, Gulf Power's actual loss is measured by the difference between the rate paid by complainants and just compensation, plus interest at the

maximum allowable legal rate. Gulf Power is not claiming as damages any actual loss other than the difference in rates, plus interest.

10. For all of the poles that you identified in response to Interrogatories 4 and 5, identify the precise rate (i.e., in dollars and cents) that you contend constitutes a "just compensation" annual pole attachment rental rate for Complainants' attachments and specify the poles, by number and location, for which you are seeking that rate and the basis and method of calculating that rate.

**RESPONSE:** Gulf Power contends, and has contended since 2000, that \$40.60 is the annual just compensation rate. Gulf Power is considering seeking other alternative rates based on the calculations of its valuation experts. Gulf Power expects each of these alternative rates to be less than \$40.60. Gulf Power will identify the precise and methodology upon disclosure of its valuation experts according the December 17, 2004 Order. Gulf Power will identify the specific poles for which it seeks a higher rate after completion of the Osmose audit.

11. Identify all persons, whether or not employed by Gulf Power, who have knowledge or information referring to, relating to, or regarding Gulf Power's factual and legal contentions in FCC Docket Numbers: P.A. No. 00-004 or E.B. No. 04-381, including Gulf Power's contentions in its January 2004 "Description of Evidence" and its December 2004 "Preliminary Statement on Alternative Cost Methodology."

**RESPONSE:** Gulf Power objects to this interrogatory on the grounds that it is overly broad and unduly burdensome. Subject to and without waiving these objections, Gulf Power list the following:

	Name	Employment
1.	Ben Bowen	Gulf Power Co.
2.	Andy McQuagge	Gulf Power Co.
3.	Doug Stuckey	Gulf Power Co.
4.	Terry Davis	Gulf Power Co.
5.	Tom Park	Southern Company
6.	Tommy Forbes	Gulf Power Co.
7.	Representative of Opposing Parties	
8.	Mike Dunn	GPC, Retired
9.	Robert Calhoun	Knology
10.	Bret McCants	Knology
11.	Wayne Singleton	Knology
12.	Rex Brooks	Gulf Power Co., Retired
13.	Mike Dunn	Gulf Power Co., retired

This list excludes counsel for Gulf Power and other parties. This list also excludes Gulf Power's experts and the personnel of its pole audit contractor.

12. Identify all persons who provided assistance or information used in answering these interrogatories and list the corresponding interrogatory numbers for which they provided the assistance or information.

**RESPONSE:** Gulf Power objects to this interrogatory on the grounds that it is unduly burdensome and vague. Subject to and without waiving these objections, Gulf Power lists the following:

	NAME	Employer	Misc.
1.	Ben Bowen	Gulf Power Co.	
2.	Andy McQuagge	Gulf Power Co.	
3.	Doug Stuckey	Gulf Power Co.	
4.	Rex Brooks	Gulf Power Co., Retired	
5.	Keith L. Reese, PE	Georgia Power Co.	NESC expert
6.	Terry Davis	Gulf Power Co.	
7.	Tom Park	Southern Company	

13. Identify each individual whom you may call as a witness at any hearing in this Action, or who may provide written testimony, and state the subject matter on which each witness is expected to testify. If the witness is an expert witness, state the substance of the findings and the opinion(s) to which the witness is expected to testify, and the grounds and basis for each finding and opinion.

**RESPONSE:** Gulf Power will provide this information in accordance with the Presiding Judge's March 30, 2005 Order.

14. If you contend that Complainants, or any officer, director, agent, employee acting on behalf of Complainants, have made any admission, or taken or failed to take any action, that would preclude or tend to preclude Complainants from recovering under the claims they have submitted in this Action, identify and describe the substance of each such admission, action or omission, the person who made that admission or took or failed to take such action, and the person to whom such admission was made.

**RESPONSE:** Gulf Power does not understand complainants to be seeking recovery "under [any] claims they have submitted in this Action."

15. Identify and describe every communication, whether oral, written or otherwise, between you and any of your agents or employees, and any other person,

including, but not limited to, Complainants, other cable operators, other telecommunications carriers, or any other entity attached to poles owned or controlled by you, relating to annual pole rental charges or the performance of or payment for make-ready work from 1998 through to the present on poles owned or controlled by Gulf Power.

**RESPONSE:** Gulf Power objects to this interrogatory on the grounds that it is overly broad, unduly burdensome and not reasonably calculated to lead to the discovery of admissible evidence. Gulf Power further objects on the grounds that this interrogatory is intended for purposes annoyance or oppression.

16. Identify and describe all entities (including non-communications attachers) that are, or have been, attached to poles owned or controlled by Gulf Power since 1998.

**RESPONSE:**

Name:	
1. Americable International, Inc.	
2. B&I Cable Communications, Inc.	
3. Knology, Inc.	
4. CableSouth, Inc.	
5. Cablevision Systems, Inc.	
6. Comcast Cablevision Corp.	
7. Comcast Cablevision of Panama City, Inc.	
8. Comcast John Holding, Inc.	
9. Community Cable Corp.	
10. Cox Communications, Pensacola, Inc.	
11. Cox Communications Gulf Coast, LLC	
12. Encore Cablevision, USA	
13. Fines Incredible, Ltd.	
14. Springfield Cable Vision	
15. TCI Cablevision of Florida, Inc.	
16. TCI T&R of the Gulf Plains, Inc.	
17. Time Warner Entertainment Advanced Newhouse Partnership	
18. Time Warner Entertainment Company, L.P.	
19. Bright House Networks, LLC	
20. Emerald Coast Cablevision of Florida, Inc.	
21. Mediacom Southeast, LLC	
22. Washington Cable TV, Inc.	
23. City of Valparaiso	
24. Campbellton Cable TV	
25. Peoples First Financial S.A.	
26. Frangista Beach, Inc.	

27.	The Crest Corporation	
28.	R. L. Singletary, Inc.	
29.	Mallard Cablevision, LLC	
30.	DCA, Services Division NAF Contracting	
31.	Walton County	
32.	Adelphi Business Solutions	
33.	KMC Telecom II, Inc.	
34.	Madison River Communications, LLC	
35.	Southern Light, LLC	
36.	BellSouth Telecommunications, Inc.	
37.	Sprint-Florida, Inc.	
38.	GTE, Inc.	
39.	Town of Cinco Bayou	
40.	City of Crestview	
41.	City of DeFuniak Springs	
42.	City of Ponce De Leon	
43.	City of Destin	
44.	City of Fort Walton Beach	
45.	City of Mary Esther	
46.	Town of Shalimar	
47.	City of Valparaiso	
48.	City of Bonifay	
49.	Town of Caryville	
50.	City of Chipley	
51.	City of Graceville	
52.	City of Lynn Haven	
53.	City of Panama City	
54.	City of Panama City Beach	
55.	City of Vermilion	
56.	Town of Century	
57.	City of Gulf Breeze	
58.	City of Milton	
59.	Santa Rosa County	
60.	Dor	
61.	MCI Telecommunications	
62.	Bay County Traffic	
63.	Pardue Farms	
64.	Walton County	
65.	City of Pensacola	
66.	School District of Escambia County	
67.	Gulf Coast Building Products, Inc.	

17. Identify and describe any surveys, audits or pole counts conducted by Gulf Power, its agents or any other person from 1996 through the present. Please specify in